

EXHIBIT - 15

RESOLUTION NO. 90-5-36

A Resolution Approving Lease Amendment No. 2
to the [REDACTED]

WHEREAS, the Swinomish Indian Tribal Community is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934; and

WHEREAS, the Swinomish Indian Senate is the governing body of the Swinomish Indian Reservation located near the Town of LaConner, Washington; and

WHEREAS, a review of lease payments made by [REDACTED] pursuant to their lease dated October 31, 1978, as amended in November of 1978, indicated that [REDACTED] had failed to make memberships dues payment pursuant to Section VI.B. and that both principal and interest were due on those past due payments; and

WHEREAS, [REDACTED] has made payment to the Tribe in the amount of \$283,127.00 in principal and approximately \$98,000.00 in interest; and

WHEREAS, the Tribe and [REDACTED] have agreed to amend Section VI.B. and to add new Section VI.C. (Interest): NOW THEREFORE,

BE IT RESOLVED by the Swinomish Indian Senate that the attached Lease Amendment No. 2 to [REDACTED] Lease is hereby approved and that the Chairman or Vice-Chairman is authorized to sign the Lease Amendment on the Tribe's behalf.

Robert Joe, Sr.
Robert Joe, Sr., Chairman
Swinomish Indian Senate

C E R T I F I C A T I O N

As Secretary of the Swinomish Indian Senate, I hereby certify that the foregoing resolution was approved at a Special Meeting of the Swinomish Indian Senate held on May 10, 1990, at which time a quorum was present and the resolution was passed by a vote of 6 FOR, 0 AGAINST, and 0 ABSTENTIONS.

Liddie E. Grossglass
Liddie Grossglass, Secretary
Swinomish Indian Senate

ORIGINAL

LEASE AMENDMENT NO. 2
TO

THE SWINOMISH INDIAN TRIBAL COMMUNITY ("Tribe"), a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 476), and [REDACTED] a Washington Corporation [REDACTED] or in interest to the [REDACTED] Washington Corporation, hereby amend their campground lease dated October 31, 1978 ("Lease"):

RECITALS

WHEREAS, Section VI.B. (Membership Dues) of the lease requires [REDACTED] to pay the Tribe additional rental, based on membership dues on a quarterly basis; and

WHEREAS, [REDACTED] represents that there are presently 3,430 active members and that 7% of the dues actually collected from its members has been approximately \$14,700.00 per quarter or \$4,900.00 per month; and

WHEREAS, Lessee further represents that increases to the dues amount will always be made by increasing the dues of all members by the same percentage increase; NOW THEREFORE:

AGREEMENT

Section VI.B. (Membership Dues) of the original lease is hereby amended to read as follows:

B. Membership Dues

(1) Minimum Monthly Payment. Effective January 1, 1990, [REDACTED] agrees to pay to the Tribe as additional rental, a minimum monthly payment of \$6,500.00 on or before the first day of each month. The monthly payment for January, February, March and April 1990 shall be paid concurrently with the execution of this Amendment.

(2) Upward Adjustment. The minimum monthly payment shall be adjusted upward but never downward whenever [REDACTED] increases the amount of dues payable by [REDACTED] members. The minimum monthly payment shall be increased by the same percentage that [REDACTED] increases the dues payable by [REDACTED] members. For example, if [REDACTED] increased its membership dues by 5% for 1991, the minimum monthly

rent would be increased from \$6,500.00 to \$6,825.00 effective January 1, 1991.

(3) New Memberships. In addition to the minimum monthly payment provided for above, effective January 1, 1990, [REDACTED] shall also pay the Tribe as additional rental, seven percent (7%) of the [REDACTED]s payable on the net new memberships at the LaConner Preserve in excess of 3,430 members. The additional rent shall be payable within 30 days after the end of each calendar quarter based on the number of "net" new memberships in excess of 3,430 which are outstanding during that quarter, and based on the contractual dates such dues are payable to [REDACTED]. The payment for the six month period from January 1, 1990 to June 30, 1990 shall be due July 30, 1990.

- a) "Contractual" means the amount of dues the members are required to pay and the date such payments are due under the terms of the [REDACTED] membership contracts.
- b) "Net" new memberships means the number of new memberships at the LaConner Preserve after January 1, 1990 (based on sales made at the LaConner Preserve after January 1, 1990) less cancellations of memberships previously sold at the LaConner Preserve.

** For example, if 10 new memberships are sold and there are five cancellations during one calendar quarter, there would be five "net" new memberships in excess of 3,430. If the new members are contractually required to pay dues of \$82.50 per quarter (\$330 per year), the Tribe would receive 7% of \$412.50 that quarter (\$1,650 per year) payable within 30 days after the end of that quarter.

(4) Accounting Statement. [REDACTED] shall provide the Tribe a written statement with each of the payments required by this Section VI.B., setting forth the basis for [REDACTED] computation of the amount due. The Tribe shall have the right to audit [REDACTED] records.

Section VI.C. (Interest) is hereby added as a new section to the Lease.

C. Interest

Interest shall accrue and be payable to the Tribe on any amounts due but not paid, at the "Prime Rate" of interest,

compounded monthly, established by Security Pacific Bank or if Security Pacific Bank does not establish a prime interest rate, by other comparable lending institutions; provided that such interest rate shall never be less than 12% per annum, compounded monthly.

On August 16, 1989, [REDACTED] paid the principal amount of Two Hundred Eighty Three Thousand, One Hundred Twenty Seven Dollars and Fifty Cents (\$283,127.50) for the period from April 1, 1983 through June 30, 1989 pursuant to the provisions of Section VI.B. [REDACTED] and the Tribe agree that the interest owed to the Tribe by [REDACTED] for this same time period shall be Ninety Thousand, Five Hundred Fifty Six Dollars (\$90,556.00) as of August 15, 1989. Said amount shall accrue interest at the rate provided in this Section until paid.

IN WITNESS WHEREOF, the undersigned parties have signed this document on the dates indicated below.

Walter S. Taccard
Vice-President - [REDACTED]

STATE OF WASHINGTON)
COUNTY OF King) ss.

This is to certify that on this 2nd day of May, 1990, before me, the undersigned Notary Public, personally appeared Walter S. Taccard, to me known to be the person described in and who executed the foregoing document and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed, for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Clare K. Drosdick
Notary Public in and for the
State of Washington residing
at Seattle, WA
My Commission expires
6-14-92

Robert Joe, Sr.
Robert Joe, Sr., Chairman
Swinomish Indian Senate

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

This is to certify that on this 10th day of May, 1990, before me, the undersigned Notary Public, personally appeared Robert Joe, Sr., to me known to be the person described in and who executed the foregoing document and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed, for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

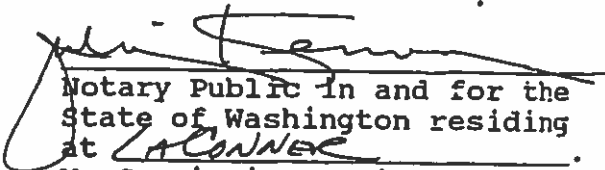
[Signature]
Notary Public in and for the
State of Washington, residing
at La Conner WA.
My Commission expires
4-6-94.

Liddie Grossglass
Liddie Grossglass, Secretary
Swinomish Indian Senate

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

This is to certify that on this 10th day of May, 1990, before me, the undersigned Notary Public, personally appeared Liddie Grossglass, to me known to be the person described in and who executed the foregoing document and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed, for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year first above written.


Notary Public in and for the
State of Washington residing
at LA CONNER.
My Commission expires
4-6-94.

APPROVED BY United States Bureau of Indian Affairs

WP51\AEO\TT-Amend
4/6/90

The Swinomish Indian Tribal Community and [REDACTED] agree to the following corrections, changes, definitions and amendments to the campground land lease dated October 31, 1978.

Provision VI, B. Membership Dues

2250 memberships is intended to be the minimum number of memberships used for a basis of determining [REDACTED] fourth year and all years thereafter throughout the term of the lease.

Provision X Beach Seiners Accommodations

"The Indian Community member beach seiners shall continue to have the right to camp on the Lone Tree gravel bar and the right to continue their use of this gravel bar as a base for their beach seining operations."

The word "camp" shall mean only the use and development of facilities mutually approved by the Swinomish Tribal Planning Commission, beach seiner representatives, and [REDACTED]

Provision XIV Tribal Services and Enterprises

Campground concessions to be reserved for [REDACTED] operation shall be their "putt-putt golf," pool tables, vending machines, and products bearing the [REDACTED]

Provision VIII Improvements

Delete the second paragraph which reads as follows:

"The Tribe agrees to purchase all materials required for said property improvements and resell said materials to [REDACTED] at Tribe's cost. Reimbursement shall be made to the Tribe upon presentation of invoice."

Eric S. K... Jr.
President

Subscribed and sworn before me, a Notary Public in and for the County of King, State of Washington, the 6th day of November, 1978.

M. R. ...
Notary Public

My commission expires 3-30-82.

Landy Jones
Landy Jones, Chairman
Swinomish Indian Senate

Subscribed and sworn before me, a Notary Public in and for the County of Shawet, State of Washington, this 8th day of November 1978.

Mary Ann Edwards
Notary Public

My commission expires May 1, 1982

Received and sworn at Jan 3, 1979, 11:21 am.
at Home State Title Co.
Front Street, Everett, Wash. 98201

Nancy Thompson
Nancy Thompson, Secretary
Swinomish Indian Senate

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Subscribed and sworn before me, a Notary Public in and for the County of Shawet, State of Washington, this 4th day of November.

Mary Ann Edwards
Notary Public

Approval

Approved pursuant to authority delegated in Memorandum from
Area Director dated April 11, 1978. (Copy attached)

Leo S. Smith
Superintendent
Western Washington Agency
3006 Colby Avenue - Fed. Bldg.
Everett, WA 98201

Subscribed and sworn to by *Peter P. Newkirk* before me,
a Notary Public in and for the County of Snohomish, State of
Washington, this 20th day of November 1978.

Virginia A. Carpenter
Notary Public

My Commission expires 4-7-81

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LEASE

122 454

This lease is entered into this 31st day of October, 1978, between the Swinomish Indian Tribal Community, lessor, hereinafter referred to as "Tribe", and [REDACTED] a Washington corporation, lessee, hereinafter referred to as [REDACTED]

I. PURPOSE

The purpose of this lease is to provide land to [REDACTED] for the development and operation of a campground which is marketed on a membership basis rather than on a sublease or rental basis.

II. DESCRIPTION OF LAND

For the term and rental as hereinafter set forth, the Tribe hereby leases to [REDACTED] the following described tribal-trust land:

Parcel I - Commonly Called Lone Tree Point

Lots 2 and 3 of Section 27, and lots 1 and 2 of Section 28, Township 34 North, Range 2 East, Willamette Meridian, Skagit County, Washington, except the following parcel of land:

Beginning at a point which is south 3°4' west, and 725.3 feet from the northeast 1/16 corner of Lot 3, Section 27, Township 34 North, Range 2 East, Willamette Meridian; thence south 3°4' west 754.58 feet; thence in a northwesterly direction along the beach of Similk Bay to a point which is north 87°53'30" west and 476.35 feet from the point of beginning; thence south 87°53'30" east 476.35 feet to point of beginning, all in Lot 3, of Section 27, Township 34 North, Range 2 East, Willamette Meridian, containing 5.01 acres, more or less.

Containing, after the above exception, 76.34 acres, more or less, as shown on the attached map designated Exhibit A.

Parcel II - Commonly Called The Culbertson Property

Tracts F, G, H, J, L and K of that certain survey recorded January 15, 1975 in Volume 1 of Surveys, page 126, under Auditor's File No. 812388. (Being a portion of the northwest quarter of Section 27, Township 34 North, Range 2 East, W.M.), containing approximately 30 acres as shown on the attached map designated as Exhibit B.

Both parties acknowledge that the land herein described is being acquired by the United States in trust for the Tribe. As trust property, it will be administered by the Bureau of Indian Affairs, Department of the Interior. This lease is being entered into pursuant to 25 U.S.C. § 415 and 25 CFR 131, and shall be subject to all provisions contained therein.

III. TERM OF LEASE

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The term of the lease is 50 years, beginning on the date above and ending on the 30th day of October, 2028.

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IV. RENEWAL

If the Tribe decides at the termination of this lease to again lease the above-described land, it shall give [REDACTED] the opportunity to negotiate a new lease. It is understood that this merely expresses the intention of the Tribe and does not commit it to enter into another lease with [REDACTED] or restrict it from negotiating with others and entering into a lease with others than [REDACTED]

V. RENT

[REDACTED] shall pay the Tribe \$1,200,000 in land rent plus 7% of the annual Swinomish Indian Preserve membership dues, both payments to be made directly to the Tribe as hereinafter set forth.

VI. PAYMENT METHOD

A. Land Rent

[REDACTED] shall pay the total land rent of \$1,200,000 within the first 7 years of this lease as follows:

1. The sum of \$40,960 upon the effective date of this lease by the Bureau of Indian Affairs, to be considered the first quarterly installment in advance.
2. Twenty-seven quarterly installments of \$17,000 each, the first such installment to be made 90 days after this lease is approved by the Bureau of Indian Affairs, with a like payment at each succeeding [REDACTED] month period until a total of 27 such quarterly payments have been made.
3. [REDACTED] a wholly owned subsidiary of [REDACTED] is engaged in selling of memberships which entitle the members to use all of the campsites owned and operated by [REDACTED] and will be selling memberships on the land covered by this lease. Many memberships are sold on contract with installment payments. [REDACTED] will assign to the Tribe membership contracts with unpaid principal balances totalling \$200,000. The assignment shall be made 90 days after this lease is approved by the Bureau of Indian Affairs. At the end of each quarter thereafter, [REDACTED] shall assign \$18,520 in said membership contract principal balances for 27 quarters.
4. It is understood that the amounts listed above for unpaid balances shall be current unpaid balances due at the time of the assignments and not contracts with delinquent payments and that the interest earned on such assigned membership contracts shall accrue to the Tribe and [REDACTED]

shall not be less than 12 percent per [REDACTED]. It is further understood that [REDACTED] guarantees the payment of said unpaid balances and, at the option of the Tribe, [REDACTED] shall replace any contract upon which the payments have been made with a contract of similar principal unpaid balance which is not delinquent. It is understood that [REDACTED] shall be responsible for the collection, servicing and administration of said contracts and shall account to the Tribe for the payments received on all such assigned contracts.

B. Membership Dues

[REDACTED] agrees to pay to the Tribe as additional rental 7% of the annual membership dues collected on all memberships sold on the above described property, the amount of the annual dues to be paid by each member to be set by [REDACTED]. [REDACTED] guarantees the payment of 7% of the annual membership dues on the following minimum number of memberships:

1st year of lease	700 memberships
2nd year of lease	1,400 memberships
3rd year of lease	2,100 memberships
4th year of lease	2,250 memberships

These payments are to be made in cash and are payable within 45 days of the close of each calendar quarter beginning after the first full quarter after the lease has been approved by the BIA.

[REDACTED] as a matter of current policy sells five memberships in [REDACTED] for each campsite developed. The above minimum guaranteed memberships are based upon this ratio. If [REDACTED] should change its policy and sell a greater number than the ratio of 5 to 1, the above guaranteed memberships shall be correspondingly increased.

2 to 1 ratio (80)

VII. ADJUSTMENT

It is understood that this lease does not require further adjustment of the rental pursuant to Federal Regulations since the rent for the full term is payable within the first 7 years and the rental as above set forth contains an increment for the inflation anticipated by the continuing decrease in the purchasing power of the dollar. Also, the membership dues may be adjusted annually by [REDACTED] pursuant to the Seattle Consumer Price Index, and since the Tribe is receiving 7% of such dues, this amount will increase as the dues increase. An issue of the Seattle Consumer Price Index is attached as Exhibit C for identification purposes.

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VIII. IMPROVEMENTS

██████████ agrees to construct improvements on said land described above costing a minimum of \$1,000,000, said improvements to be completed within the first 2 years of this lease. The Tribe is obtaining a loan to purchase the above-described land and, if required by the lending institution, Pacific Rim agrees to subordinate its interest in said improvements as security for the Tribe's loan.

The Tribe agrees to purchase all materials required for said property improvements and resell said materials to ██████████ at Tribe's cost. Reimbursement shall be made to the Tribe upon presentation of invoice.

At the termination of this lease, the ownership of all the improvements on the above-described land shall pass to the Tribe.

IX. RESERVATION OF TIDELAND RIGHTS FOR INDIAN COMMUNITY MEMBERS

It is understood that Swinomish Indian Community members and the Tribal Community shall be provided an access to the tidelands fronting the campground property.

Indian Community members and the Tribal Community shall reserve a prior right to use said tidelands for beach seining, recreation and aqua-culture activities including, but not limited to, the cultivating and harvesting of oysters, clams, crabs and salmon.

Parking is to be provided near the vicinity of the gravel bar for ten cars. These spaces are to be for the exclusive use of the Tribal Community members of the Tribal Community.

X. BEACH SEINERS ACCOMMODATIONS

The Indian Community member beach seiners shall continue to have the right to camp on the Lone Tree gravel bar and the right to continue their use of this gravel bar as a base for their beach seining operations. All boat traffic in the area immediately north of the gravel bar shall give priority to the Indian beach seine fishing operation and shall be under the control of the Tribal police.

██████████ contemplates the development of pleasure craft boat moorages within the lagoon on the subject property. ██████████ agrees to provide five such moorages or twenty percent of those developed, whichever is less, to the Tribe for use by its beach seiners. ██████████ agrees to provide a boat launch for the Tribal beach seiners. Design of the boat harbor shall not interfere with the Indian seining operation, or the fish run supporting this operation.

In addition to the boat launch and moorages, [REDACTED] shall provide [REDACTED] seiners water, sewer, electric power, site fill above [REDACTED] parking, road access and \$11,500 worth of building improvements over and above the site development. The type, design, and location of the building improvements are to be mutually agreed upon by [REDACTED] and the Tribe. The Tribe shall have the right anytime during this lease to expand these improvements on the bar north of the traditional "Lone Tree".

[REDACTED] also construct a salmon rearing pen in the lagoon, said pen to be designed with the assistance of the Tribe's marine biologist. [REDACTED] shall be responsible for the management, operation and maintenance of this salmon pen.

XI. TIDELAND PRIVILEGES FOR [REDACTED] MEMBERS

[REDACTED] members shall have access for recreational purposes to all beach and tidelands fronting the subject property subject to prior rights of the Tribe as herein set forth. This shall include swimming, picnicking, controlled [REDACTED] beach-combing and boating. No other uses of tidelands is permitted without written approval of the Tribe. Salmon fishing, oyster gathering, clam digging and crabbing are expressly prohibited [REDACTED] Trails members between mean high tide and extreme low water on all Tribe tidelands including those fronting the campground.

[REDACTED] shall post and maintain notices of these restricted rights and maintain boundary signs on the tidelands and around the preserve. Further, [REDACTED] shall control their members to insure that the members obey these signs, especially on the tidelands where it is easier to wander.

XII. LEASEHOLD RIGHTS OF RESIDENT LESSEES

[REDACTED] shall take subject to any rights of lessees now resident on the above-described property. Pacific Rim assume full responsibility for negotiating with such residents, acquiring their rights and paying equitable compensation therefor.

XIII. EMPLOYMENT

It is understood that a training and employment plan will be developed jointly by [REDACTED] and the Swinomish Tribal Community within 30 days after sales and construction begins. The purpose of the plan will be to establish procedures insuring as many jobs in campground sales, construction, and operation for Indian Community members as is reasonably possible. This plan shall include subcontracting as well as direct employment consideration.

XIV. TRIBAL SERVICES AND ENTERPRISES

The Tribal Community shall have first right of refusal on any campground security contract or

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campground concessions such as grocery, liquor, gas, food service or marina type services.

XV. MUTUAL PROMOTION

The parties agree in good faith to accommodate the placement of brochures and other reasonable advertising material on their premises.

XVI. DESIGN AND CONSTRUCTION

The campground shall have a coastal Indian theme and motif which will be expressed in its campground design.

The Tribal Planning Commission shall review initial site design and construction plans for environmental, shoreline and general design suitability. The Tribal Planning Commission shall issue a building permit upon their approval of plans. The Tribal Planning Commission review and decision shall be rendered within fourteen days of the date on which the plans are received in the Tribal office.

Value derived by [REDACTED] from materials such as timber, taken from the property during site development, shall be shared 75% to the Tribe and 25% to [REDACTED] after direct removal costs are deducted. Said value shall be paid to the Tribe within thirty days after receipt by [REDACTED]

After the initial site development and construction period, no timber or other materials shall be harvested or removed without Tribal approval.

XVIII. CAMPGROUND EXPANSION

Any land additions to this campground shall be added to this lease with adjustment in rent at the rates established herein. Ownership of land shall be vested in the Tribal Community. If the title to the land is in fee simple when purchased, the Tribal Community will request the Bureau of Indian Affairs to place said title into trust.

XVIII. MAINTENANCE

[REDACTED] shall maintain the campground and campground improvements in a manner that protects the total value of the land and the improvements.

The Tribe shall have the responsibility for the cleanliness and maintenance of the beach seining area and cabins. Should the Tribe not maintain the condition and appearances of the beach seining area and cabins, [REDACTED] shall have the right to do so after giving a ten day written notice to the Tribe.

XIX. TRAFFIC CONTROL

Lessee shall be permitted to direct traffic to the Preserve either via LaConner and the Reservation or via the Anacortes Freeway during the marketing period. However, after the marketing period, not to exceed four years, [REDACTED] members are to be directed to the Preserve via the Anacortes

Freeway. These routes may change from time to time as conditions change as determined by the Tribe for the orderly government of the Reservation.

XX. COMPLIMENTARY CAMPGROUND MEMBERSHIPS

██████████ agrees to provide five ██████████ charter membership cards titled Swinomish Tribal Member which can be checked out to the Tribe's ██████████ individual Tribal members. Those using these five cards are bound by all the rules and guidelines imposed on all other ██████████ members and the Tribe accepts responsibility for the proper use of these cards and those Tribal members utilizing them.

XXI. ASSIGNMENT AND SUBLEASING

██████████ shall not sublease, assign or transfer this lease or any right or interest thereto or in any of the improvements located thereon without the written approval of the Bureau of Indian Affairs and the written consent of the Tribe.

XXII. ENCUMBRANCE

██████████ when not in arrears in the payment of the rental or in default of any of the agreements contained herein, may mortgage (or convey by deed of trust in the nature of mortgage) its interest in this leasehold for the purpose of borrowing capital for the development and improvement of the ██████████. The encumbrance instrument, however, must be approved by the Bureau of Indian Affairs. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Bureau of Indian Affairs or the consent of the Tribe provided, however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of this lease. If the purchaser is a party other than the encumbrancer, written approval by the Tribe and the Bureau of Indian Affairs of any assignment will be required and such purchaser will be bound by the terms of the lease and must assume in writing all the obligations hereunder.

XXIII. HOLD HARMLESS PROVISION

██████████ agrees to hold the Tribe harmless for any injury or damage to anything or anyone resulting from use of the leased premises.

XXIV. NOTICE OF TAX ASSESSMENTS

██████████ agrees to provide, in writing, notice to the Tribe of taxes purportedly assessed by the State of Washington or its political subdivisions on any property or business venture undertaken by ██████████ within the jurisdiction of the Tribe. This notice shall include, but not be limited to, the purported taxing authority, property assessed, rate of assessment, total amount due and when payable.

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XXV. TAXATION BY TRIBE

In the event the Tribe imposes taxes on any business venture or property interest participated in by [REDACTED] pursuant to this lease, there shall be a corresponding and equal reduction of the rent.

XXVI. AUDITS

Accounting records of [REDACTED] are to be opened to the Tribe's accounting staff and Bureau of Indian Affairs to the degree necessary to insure compliance with the provisions of this lease. Requests for audits shall be in writing, giving reasonable advance notice of time for the audit and materials to be examined by the Tribal accounting staff and Bureau of Indian Affairs. [REDACTED] agrees to submit a report to the Tribe within 30 days of the close of each calendar quarter outlining the number of memberships sold, cancellations, and the memberships outstanding as of the close of each quarter.

XXVII. DEFAULT IN LAND PAYMENT

In the event the Tribe should default on any real or personal property loan secured by the subject property, [REDACTED] shall have the right to make such payments direct to the lending entity with a corresponding credit deduction in the lease payments due hereunder, but shall acquire no rights in said loan or mortgage except by the law such as through foreclosure.

XXVIII. TRIBE'S LEGAL SUPPORT OF [REDACTED]

The Tribe has reviewed and approved [REDACTED] general plans for development of a [REDACTED] Preserve on the subject real property and warrants that the Tribe has the authority to approve and allow such construction and activities, subject to the terms of this lease, the conditions of the Tribal development permit, and the approval of this lease by the [REDACTED] Indian Affairs. Should any governmental entity, i.e., local, city, county, state or Federal authority cause any stoppage or disruption in the development, operations or membership sales for said Preserve, the Tribe shall take every reasonable legal measure available to eliminate and/or prevent such stoppage or disruption. No lease payments due hereunder shall be due and payable for any such period of time during which development, operations or sales are stopped or interrupted by such governmental action.

XXIX. LOANS

The Tribe agrees to retire any real or personal property loans secured by this property within ten years of the execution hereof and hold said real and personal property debt free unless authorized to the contrary by [REDACTED]

XXX. NOTICE OF DEFAULT ON LEASE TERMS

In the event either party to the lease fails to comply with the terms of this lease, the aggrieved party shall give the offending party written notice of such default. The offending party will then have 30 days from receipt of such notice to correct the problem. If the correction is not made, the aggrieved party may then give a seven day notice of termination of this lease or petition the court for a lawful remedy.

As an additional remedy, the Bureau of Indian Affairs may cancel this lease in accordance with applicable Federal Regulations if [redacted] shall default in any payment of money or fail to perform any agreement as contained herein, and such default or failure shall not be cured within 30 days after written notice thereof has been given by the Bureau of Indian Affairs to [redacted]. The Bureau of Indian Affairs shall also have the right upon failure of [redacted] to cure the default to collect by suit or otherwise all money due and owing under the terms of this lease.

XXXI. TRIBAL LAW ENFORCEMENT

[redacted] shall post the subject property notifying [redacted] members that they are subject to Tribal laws and law enforcement while present within the Reservation boundaries.

XXXII. FORUM CLAUSE

Any disagreements arising pursuant to this lease, not settled by the parties, shall be heard in the Court of the Swinomish Indian Tribal Community, except where action is taken to cancel or enforce this lease by the B.I.A., in which case the provisions of applicable Federal Regulations shall apply.

XXXIII. INTEGRATION CLAUSE

This lease is an integrated document, embodying the entire agreement between the parties.

XXXIV. AMENDMENTS TO THIS LEASE

Written Amendments to this lease are binding when signed by the parties. No oral amendments are valid.

William E. Kuntz Jr.
[redacted]

Subscribed and sworn to by William E. Kuntz Jr. before me,
a Notary Public in and for the County of King
State of Washington, this 8th day of March, 1978.

Kathleen M. Hornsby
Notary Public

My commission expires 4/30/79.

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Linda James
Linda James, Chairman
Swinomish Indian Senate

Subscribed and sworn to by Linda James before
me, a Notary Public in and for the County of Skagit, State of
Washington, this 8th day of March, 1978.

Bruce L. McEdward
Notary Public

My Commission expires Feb 15, 1982.

Helen Ross
Helen Ross, Secretary
Swinomish Indian Senate

Subscribed and sworn to by Helen Ross before me,
a Notary Public in and for the County of Skagit, State of Washington,
this 8th day of March, 1978.

Bruce L. McEdward
Notary Public

My commission expires Feb 15, 1982.

Pursuant to authority delegated in Memorandum from Area Director
dated April 11, 1978. (Copy attached)

John C. Smith
Superintendent, Western Washington
Agency

Subscribed and sworn to by Robert R. Hartman before me,
a Notary Public in and for the County of Snohomish, State of
Washington, this 20th day of November, 1978.

Virginia P. Carpenter
Notary Public

My Commission expires 4-7-81.

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EXHIBIT C.

October
1977

A monthly summary of economic business indicators for the region and the nation.

Economy watchers generally rejoice when gross national product and other statistical barometers show an acceleration in economic activity. But when GNP and other economic indicators slow to a growth rate less than desired or expected, they say that the economy is growing at a "more sustainable pace." Such is presently the case. Real gross national product for the third quarter advanced at an annual rate of 3.8 percent, well below the strong 6.8 percent rate of growth in the first two quarters of 1977. The rate of increase is in line with historical trend rates for output growth, however. From 1950 through 1976, output growth averaged 3.4 percent per year. Small gains in the index of leading indicators and the industrial production index also reflect the slowing of growth in the third quarter. The national unemployment rate, which had been inching its way down from the mid-1975 peak, hit a plateau and has been hovering around seven percent since April, 1977. The retail sector ended the third quarter with a disheartening 1.2 percent drop in sales from August to September. But sales rebounded in October with major retailers reporting sales of 10 to 20 percent over the high level of sales posted in October of last year.

The housing market has provided much of the impetus for the nation's recovery from the 1974-75 recession. New home production affects sales of lumber and other construction materials, as well as appliances and furniture. Housing's impact on employment is similarly broad. Housing starts have climbed steeply from the January, 1975 low to booming proportions in 1977. New construction in September rose to a seasonally adjusted annual rate of 2,040,000 units, and is expected to exceed 1.9 million units for the year, up 27 percent from 1976. Building permits, which indicate future construction, ran at an annual rate of 1.7 million units during the third quarter, almost 40 percent over the year's earlier figure. Housing experts predict that demand for new housing will remain high for 1978 and beyond; the housing market will be substantially more stable than it has been for 20 years. Construction activity, however, is not predicted to sustain the hectic pace of 1977.

Seattle's hot housing market continues to outpace national figures. This year is turning into a record year for building permits in Seattle, running 45.6 percent ahead of 1976. Mortgages have been climbing even more steeply. The value of mortgages for the year ending in September, 1977 is 66.4 percent greater than the previous year, and September's figure for King County hit a record \$319 million. One factor which may put the brakes on the housing market, both here and nationally is the recent rise in short-term interest rates. Higher interest rates attract deposits away from mortgage lending institutions, such as savings and loan associations, thereby reducing the amount of funds available for them to loan. In fact, the Federal Home Loan Bank of Seattle reported net new savings of \$25.8 million for September, a 64 percent decline from the previous month's gain of \$71.9 million. A portion of this decline is attributable to the advances in money market interest rates.

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89440.1

		Seattle-Everett Metro		
BUSINESS INDICATORS	Unit	Month/or Quarter	Number	% Change from prior period
CONSUMER PRICE INDEX	1967 = 100	3rd Q 77	180.2	+ 2.3
FOOD PRICE INDEX	1967 = 100	Sept 77	190.8	- 0.8
WHOLESALE PRICE INDEX	1967 = 100	---	---	---
CIVILIAN LABOR FORCE	000's	Sept 77	740.5	0
UNEMPLOYMENT	000's	Sept 77	44.7	- 7.5
% OF LABOR FORCE (Seasonally adjusted)	%	Sept 77	6.2	- 4.6
EMPLOYMENT	000's	Sept 77	695.8	+ 0.5
TOTAL MANUFACTURING	000's	Sept 77	131.1	+ 0.3
—DURABLE GOODS	000's	Sept 77	102.9	+ 1.0
—NON-DURABLE GOODS	000's	Sept 77	28.2	- 2.1
NON-MANUFACTURING	000's	Sept 77	509.2	+ 1.4
AVERAGE WEEKLY HOURS/ TOTAL MANUFACTURING	Hours	Sept 77	39.4	+ 0.3
AIR TRAFFIC PASSENGERS	Persons	Sept 77	593,402 **	+ 0.6
AIR FREIGHT/EXPRESS	Tons	Sept 77	15,381 **	+ 1.2
COMMERCIAL IMPORTS	Mil\$	Aug 77	456.9 ***	+ 0.4
COMMERCIAL EXPORTS	Mil\$	Aug 77	410.6 ***	- 0.8
NEW BUSINESS STARTS	Number	Sept 77	552 ****	+ 1.1
DEPARTMENT STORE SALES	Mil\$	July 77	47.5 +	+ 0.9
REAL ESTATE MORTGAGES	Mil\$	Sept 77	213.1 +k	+ 6.8
VALUE OF BUILDING PERMITS	Mil\$	Sept 77	19.2 ****	- 1.8
NUMBER OF BUILDING PERMITS	000's	---	---	---
ELECTRICAL ENERGY	MW	Sept 77	874.8 +#	- 0.3
NATURAL GAS ENERGY	Bil BTU	Aug 77	2,536.5 +#	- 1.3
INDUSTRIAL PRODUCTION INDEX (Seasonally adjusted)	1967 = 100	---	---	---
INDEX OF LEADING INDICATORS	1967 = 100	---	---	---
GROSS NATIONAL PRODUCT (GNP)	Bil\$	---	---	---
REAL GNP (Constant 1972 \$)	Bil\$	---	---	---

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+ = 12-month rolling average

*** = Seattle only

= revised

+ = Sea-Tac Airport

s = seasonally adjusted annual rate

= Seattle area corrected for temperature

** = Seattle Customs District

p = preliminary

K = King County

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SEATTLE
BUSINESS

Area	Month/or Quarter	Number	% Change from prior period	% Change from 1 year ago
+ 8.8	Sept 77	164.0	+ 0.4	+ 6.6
+ 9.0	Sept 77	194.5	- 0.4	+ 7.1
---	Sept 77	195.3	+ 0.4	+ 5.7
+ 4.3	Sept 77	97,868	+ 0.2	+ 2.8
-28.9	Sept 77	6,773	- 2.2	- 9.1
-31.9	Sept 77	6.9	- 2.8	-11.5
+ 7.5	Sept 77	91,095	+ 0.4	+ 3.8
+ 8.4	Sept 77	19,618 p	+ 0.2	+ 2.7
+ 9.5	Sept 77	11,566 p	+ 0.4	+ 3.8
+ 4.8	Sept 77	8,052 p	0	+ 1.2
+ 7.2	Sept 77	63,132 p	+ 0.4	+ 5.2
+ 0.3	Sept 77	40.0 p	- 0.5	+ 0.8
+ 6.5	---	---	---	---
+ 2.8	---	---	---	---
+19.3	Aug 77	11,732.0 +	+ 1.3	+26.6
+ 6.0	Aug 77	9,940.9 +	0	+ 6.3
- 1.3	---	---	---	---
+11.5	July 77	5,984 +	+ 1.0	+11.7
+66.4	Aug 77	8,245 +	+ 3.3	+37.8
+45.7	---	---	---	---
---	Aug 77	1,772	+ 8.1	+36.7
+ 1.4	---	---	---	---
-13.3	---	---	---	---
---	Sept 77	138.8	+ 0.4	+ 6.3
---	Sept 77	132.4	+ 0.3	+ 5.4
---	3rd Q 77	1,911.3 p	+ 2.2	+10.7
---	3rd Q 77	1,343.2 p	+ 0.9	+ 4.7

SOURCES: U.S. Departments of Labor & Commerce; Washington State Employment Security Department; City of Seattle; Port of Seattle; Seattle City Light; Pioneer National Title Insurance Co.; Washington Natural Gas Co.; Federal Reserve Bank of San Francisco.

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S941104

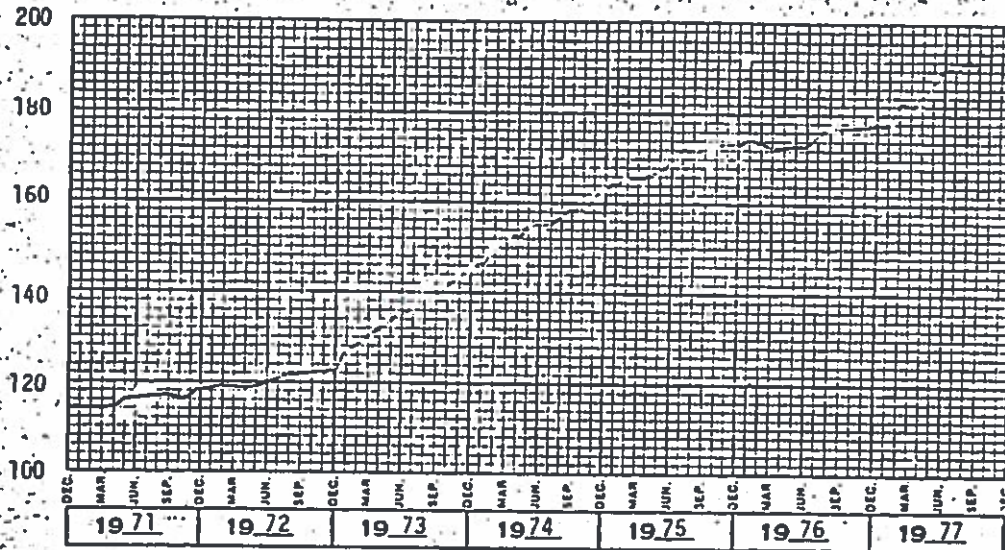
Supplement to SEATTLE BUSINESS

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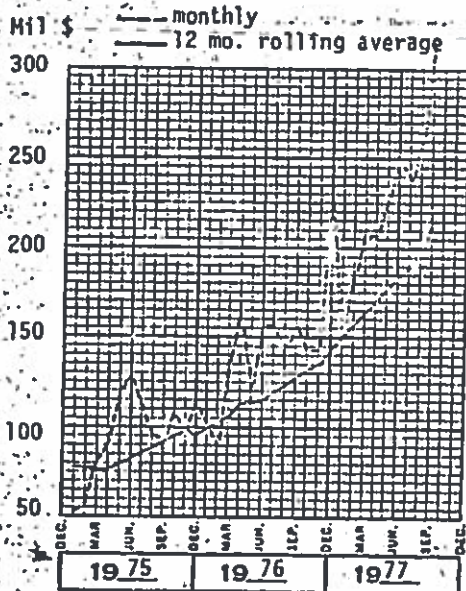
3

FOOD PRICE INDEX: SEATTLE-EVERETT

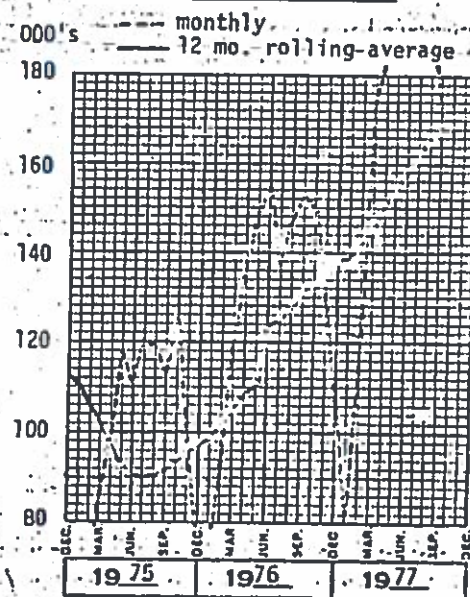
1967=100



MORTGAGES: SEATTLE-EVERETT



NEW HOUSING STARTS - U.S.



100-209

RESOLUTION NO. 78-02-497

Authorizing the borrowing of funds to purchase land, the purchase of the land, the conversion of some of said land to trust, and the lease of said land to [REDACTED] for the operation of a membership type campground.

WHEREAS the Swinomish Indian Tribal Community, for economic development purposes, intends to lease land to [REDACTED] Inc., for the operation of a membership type campground, and

WHEREAS, several legal steps need to be taken to accomplish this, and

WHEREAS, the Swinomish Indian Tribal Community has the authority to take such legal steps under the terms of its charter and constitution.

NOW THEREFORE BE IT RESOLVED that the Swinomish Indian Tribal Community:

1. Make a bank loan of \$476,000.00 to pay for the purchase of the required land, and make an application for a B.I.A. loan guarantee for said bank loan.
2. Purchase the following described real property totaling about 76 acres.

(a) Parcel I - Commonly Called Lone Tree Point

Lots 2 and 3 of Section 27, and lots 1 and 2 of Section 28, Township 34 North, Range 2 East, Willamette Meridian, Skagit County, Washington, except the following parcel of land:

Beginning at a point which is south 3°4' west, and 725.3 feet from the northwest 1/16 corner of Lot 3, Section 27, Township 34 North, Range 2 East, Willamette Meridian; thence south 3°4' west 754.58 feet; thence in a northwesterly direction along the beach of Similk Bay to a point which is north 87°53'30" west and 476.35 feet from the point of beginning; thence south 87°53'30" east 476.35 feet to point of beginning, all in Lot 3, of Section 27, Township 34 North, Range 2 East, Willamette Meridian, containing 5.01 acres, more or less.

Containing, after the above exception, 76.34 acres, more or less.

RESOLUTION NO. 78-07-527

WHEREAS, the Swinomish Indian Tribal Community executed a lease with the [REDACTED] on March 8, 1978, which lease has been sent to the Bureau of Indian Affairs for approval, and

WHEREAS, the said lease was amended on June 23, 1978, and has also been sent to the Bureau for approval, and

WHEREAS, the lease provides for a rental for the 50 year term of \$1,200,000 payable over the first 7 years of the term, plus 7% of the annual membership dues from membership sold on the lease premises, and since the said rental is paid in advance of the annual use period for which the such rent is paid under the provisions of 25 C.F.R. 131.5 (e) cannot be done without the approval of the Secretary or his delegated authority; and

WHEREAS, the Senate has reviewed all of the terms of the lease as amended and approves them, including the prepayment of rent,

WHEREAS, the Senate has taken into consideration the fact that it is acquiring the leased premises without the payment of any consideration other than the lease receipts; that the lease contains special benefits to the Tribal Community including the reservation of rights at Lone Tree gravel bar and the improvements to be erected thereon by the lessee and the special arrangements with the lessee and the lending institution from which the funds are derived to purchase the premises requires that there be substantial prepayment of rent.

NOW THEREFORE BE IT RESOLVED that the Swinomish Indian Tribal Community;

1. Approves and ratifies the amendment executed on June 23, 1978 to the lease with [REDACTED] as sent forth in the amendment, which amends provisions VI B, X, VIII and XIV of the lease.
2. The Senate has reviewed and is aware of all of the terms of the lease and amendment and requests Bureau approval and,
3. The Senate is aware that, except for the additional rental of 7% of the membership dues, all rentals for the 50 year term will be paid during the first 7 years of the term, and the Senate requests approval of this method of payment in accordance with 25 CFR 131.5 (e) which requires such approval where the rent will be paid in advance of the annual use period for which the rent is paid.

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Resolution No. 78-02-499

2

- (b) Tracts F, G, H, J, L and K of that certain survey recorded January 15, 1975 in volume 1 of surveys, Page 126, under Auditor's File No. 812388. (Being a portion of the Northwest quarter of Section 27, Township 34 North, Range 2 East, W.M.)
3. Apply to the B.I.A. for conversion to Indian trust status of the Culbertson 30 acre parcel described in 2(b) above.
4. Execute the proposed land lease agreement, attached as Exhibit A, for the above described property to [REDACTED] for the operation of a membership type campground.

AND BE IT FURTHER RESOLVED that the Chairman and Secretary be authorized to sign all legal documents required to accomplish the above steps.


Helen Ross, Secretary
Swinomish Indian Senate


Randy Jones, Chairman
Swinomish Indian Senate

C E R T I F I C A T I O N

As Secretary of the Swinomish Indian Senate, I hereby certify that the above Resolution was adopted at a Special meeting of the Swinomish Indian Senate at LaConner, Washington, on the 22nd day of September, 1978, at which time a quorum was present and the Resolution was adopted by a vote of 8 For and 0 Against.


Helen Ross, Secretary
Swinomish Indian Senate

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RESOLUTION NO. 78-07-527

Robert J. S.
Landy James, Chairman
Swinomish Tribal Senate

Nancy Thompson
Nancy Thompson, Secretary
Swinomish Tribal Senate

C E R T I F I C A T I O N

As Secretary of the Swinomish Indian Senate, I hereby certify that the above Resolution was adopted by the Swinomish Indian Seante on the 16th day of June, 1978, by a vote of 7 for and 1 against and that a quorum was present.

Nancy Thompson
Nancy Thompson, Secretary
Swinomish Indian Senate

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IN REPLY REFER TO:

Real Property Management

United States Department of the Interior

RECEIVED

BUREAU OF INDIAN AFFAIRS

PORTLAND AREA OFFICE

POST OFFICE BOX 3769

PORTLAND, OREGON 97208

78 · APR 12 A9:21

APR 11 1978

BUREAU OF
INDIAN AFFAIRS
WEST. VN. AGENCY

21

#-12-78

S. L. C.

W. J. C.

J. F. P.

E. P.

G. H. T.

R. S. T.

J. A.

Memorandum

To: Superintendent, Western Washington Agency

From: Office of the Area Director

Subject: Proposed Acquisition of Lands on the Swinomish Indian Reservation by the United States of America in trust for the Swinomish Indian Tribal Community and the Lease of a Portion of said Property to [REDACTED]

You are hereby authorized to approve all documents pertaining to subject acquisition and lease of lands. The Bureau of Indian Affairs loan guarantee portion of the transaction should be pursued through your Branch of Credit. This memorandum is not the authority to approve said guarantee.

The lease material will be forwarded to you at a later date.

Acting ~~Wesley~~ Director

Official Record.

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ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT, made this 19th day of October, 1978, by
SWINOMISH INDIAN TRIBAL COMMUNITY, a federal corporation
residing at or having an
office at c/o P.O. Box 277, LaConner, Washington (herein called "Assignor"),
to RAINIER NATIONAL BANK, a national banking association
organized and existing under the laws of the State of Washington
having its principal office at LaConner, Washington 98257 (herein called "Assignee"),

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers, and assigns to the Assignee all of
the right, title and interest of Assignor in and to that certain Lease or those certain Leases, with modifica-

tions, if any, described in Schedule A hereof, covering premises in SKAGIT

County, State of Washington; TOGETHER WITH ANY AND ALL EXTENSIONS AND RE-
NEWALS OF ANY THEREOF AND ALSO TOGETHER WITH ANY AND ALL GUARANTEES OF
THE LESSEE'S OBLIGATIONS UNDER ANY THEREOF AND UNDER ANY AND ALL EXTEN-
SIONS AND RENEWALS OF ANY THEREOF. Each of said Leases together with any and all guar-
antees, modifications, extensions, and renewals thereof is hereinafter referred to as the "Lease".

FOR THE PURPOSE OF SECURING:

ONE: Payment of all sums now or at any time hereafter due to the Assignee and secured by a
certain mortgage or deed of trust made by the Assignor ~~XXXXXXXXXXXX~~ to the Assignee ~~XXXXXXXXXXXX~~

dated October 19, 1978, and recorded or to be recorded at or prior to the recording
of this Assignment, or any other mortgage or deed of trust hereafter covering the whole or any part of
the leased premises; and

TWO: Performance and discharge of each and every obligation, covenant and agreement of As-
signor contained herein or in any such mortgage or deed of trust or any note or bond secured thereby.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT ASSIGNOR AGREES, WITH RESPECT TO EACH LEASE:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agree-
ment of the Lease by Lessor to be performed, to give prompt notice to the Assignee of any notice of de-
fault on the part of Assignor with respect to the Lease received from Lessee or guarantor, together with
an accurate and complete copy of any such notice; at the sole cost and expense of Assignor, to enforce,
short of termination of the lease, or secure the performance of each and every obligation, covenant,
condition and agreement of the Lease by the Lessee to be performed; not to modify or in any way alter
the terms of the lease; not to terminate the term of the Lease and not to accept a surrender thereof unless
required to do so by the terms of the Lease; not to anticipate the rents thereunder, or to waive, excuse,
condone or in any manner release or discharge the Lessee thereunder of or from the obligations, coven-
ants, conditions and agreements by the Lessee to be performed, including the obligation to pay the rental
called for thereunder in the manner and at the place and time specified therein, and Assignor does by
these presents expressly release, relinquish and surrender unto the Assignee all Assignor's right, power
and authority to modify or in any way alter the terms or provisions of the Lease, or to terminate the term
or accept a surrender thereof, and any attempt on the part of Assignor to exercise any such right without
the written authority and consent of the Assignee thereto being first had and obtained shall constitute
a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due
and payable.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising
under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities
of Lessor, Lessee or guarantor thereunder, and to pay all costs and expenses of the Assignee, including
attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee may appear.

3. That should Assignor fail to make any payment or to do any act as herein provided, then the
Assignee, but without obligation so to do and without notice to or demand on Assignor, and without re-
leasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent
as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting
its general powers, the right to appear in and defend any action or proceeding purporting to affect the
security hereof or the rights or powers of the Assignee, and also the right to perform and discharge each
and every obligation, covenant and agreement of Lessor in the Lease contained; and in exercising any
such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's
fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof,
together with interest thereon at ten (10%) per cent per annum, and the same shall be added to the said
indebtedness and shall be secured hereby and by the said mortgage or deed of trust.

5. That Assignor will not transfer or convey to the Lessee the fee title to the demised premises
unless the Lessee assumes in writing and agrees to pay the debt secured hereby in accordance with the
terms, covenants and conditions of the said note or bond secured by said mortgage or deed of trust.

6. Assignor hereby covenants and warrants to the Assignee that (a) Assignor has not executed
any prior Assignment of the Lease or of its right, title and interest therein or the rentals to accrue there-
under; (b) Assignor has not performed any act or executed any instrument which might prevent the
Assignee from operating under any of the terms and conditions hereof, or which would limit the Assignee
in such operation; (c) Assignor has not accepted rent under the Lease for any period subsequent to the
current period for which rent has already become due and payable; (d) there is no default now existing
under the Lease, and (e) Assignor has not executed or granted any modification or amendment whatever
of the Lease either orally or in writing except as set forth in Schedule A, and that the Lease is in full
force and effect.

B. IT IS MUTUALLY AGREED WITH RESPECT TO EACH LEASE THAT:

1. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or deed of trust or Lease contained, Assignor shall have the right to collect upon but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or deed of trust or Lease contained, the Assignee may exercise all rights and remedies contained in said mortgage or deed of trust and without regard for the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof, make, enforce, modify, and accept the surrender of, leases, obtain and evict tenants, fix or modify rents, and do any acts which the Assignee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the Assignee may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under said mortgage or deed of trust or invalidate any act done pursuant to such notice.

3. The whole of the indebtedness shall become due upon the election by the Assignee to accelerate the maturity of the indebtedness pursuant to the provisions of the note or bond secured by the mortgage or deed of trust or of the mortgage, deed of trust or any other instrument which may be held by the Assignee as security for the indebtedness, or at option of the Assignee after any attempt by the Assignor to terminate any lease, accept surrender thereof or to waive or release any lessee from the observance, performance of any obligation or to anticipate rents thereunder more than 30 days prior to accrual.

3. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, together with interest thereon at ten (10%) per cent per annum, shall be secured hereby and by the said mortgage or deed of trust, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do the Assignee may declare all sums secured hereby immediately due and payable.

C. IT IS FURTHER MUTUALLY AGREED THAT:

1. Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to keep leased at a good and sufficient rental all the premises described in the mortgage or deed of trust and upon demand to transfer and assign to the Assignee any and all subsequent leases upon all or any part of such premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Assignee, upon demand, any and all instruments that may be necessary or desirable therefor, but the terms and provisions of this Assignment shall apply to any such subsequent lease whether or not so assigned and transferred.

2. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of said mortgage or deed of trust, unless there shall have been recorded another mortgage or deed of trust in favor of the Assignee covering the whole or any part of the leased premises, this assignment shall become and be void and of no effect.

3. This assignment inures to the benefit of the named Assignee and its successors and assigns, and binds the Assignor and Assignor's heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Lease" as used herein means not only the Lease hereby assigned or any extension or renewal thereof, but also any lease subsequently executed by Assignor covering the demised premises or any part thereof. In this assignment, whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

4. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by registered mail addressed as follows:

TO ASSIGNOR at the address appearing above unless a different address is furnished below.

TO THE ASSIGNEE, Attention GLENN D. JUNION....., at LaConner Office.....

Box N., LaConner, Washington 98257

Such addresses may be changed from time to time by either party by serving notice as above provided.

ADDRESS OF ASSIGNOR

SWINOMISH INDIAN TRIBAL COMMUNITY

Glenn D. Junion Chairman

Glenn D. Junion Secretary

894105

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ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS.:

On this 19th day of October, 1978, before me personally appeared Land, James and Nancy Wilbur to me known to be the Chairman and Secretary, respectively, of SWINOMISH INDIAN TRIBAL COMMUNITY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Mary Linn Edwards
Notary Public in and for the State of
Washington, residing at La Conner

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Pursuant to the Act of September 28, 1968 (82 Stat. 884), 25 USC 610c, and authority delegated to the Portland Area Director by 10 BIAM 3.1 and redelegated to the Superintendent by 10 BIAM 12, Part 3, Sec. 3.10 (c) (1), (February 26, 1973), the Assignment of Lessor's Interest in Lease is hereby approved on behalf of the Secretary of the Interior.

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11-06-78
Date

894105

Robert P. Smith
Superintendent
Western Washington Agency
Bureau of Indian Affairs

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ACKNOWLEDGMENT

STATE OF.....WASHINGTON.....
COUNTY OF.....SKAGIT..... } SS.:

On this 19th day of October, 1978, before me personally appeared Land: James and Nancy Wilbur and James Wilbur, respectively, to me known to be the President and Secretary, respectively, of SWINOMISH INDIAN TRIBAL COMMUNITY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

2114:17

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[REDACTED]

122 455

SCHEDULE A

(Here set forth the following information for each lease and, to the extent appropriate, each modification thereof: name of lessor, name of lessee, date, office and book and page of recording, length of term, address or other identification of leased premises.)

1. Lessor: Swinomish Indian Tribal Community
2. Lessee: [REDACTED]
3. Date of Lease: OCT 31, 1978
4. Term: 50 years
- ~~5. Address of Leased Premises:~~
6. Description of Leased Premises: See attached Exhibit "A"

Recorded Records

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A"

LOTS 2 AND 3 OF SECTION 27, AND LOTS 1 AND 2 OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON, EXCEPT THE FOLLOWING PARCEL OF LAND:

BEGINNING AT A POINT WHICH IS SOUTH 3°4' WEST, AND 725.3 FEET FROM THE NORTHEAST 1/16 CORNER OF LOT 3, SECTION 27, TOWNSHIP 34 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN; THENCE SOUTH 3°4' WEST 754.58 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE BEACH OF SIMILK BAY TO A POINT WHICH IS NORTH 87°53'30" WEST AND 476.35 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 87°53'30" EAST 476.35 FEET TO POINT OF BEGINNING, ALL IN LOT 3, OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CONTAINING 5.01 ACRES, MORE OR LESS.

CONTAINING, AFTER THE ABOVE EXCEPTION, 76.34 ACRES, MORE OR LESS.

PARCEL "B"

TRACTS F, G, H, J, L AND K OF THAT CERTAIN SURVEY RECORDED JANUARY 15, 1975 IN VOLUME 1 OF SURVEYS, PAGE 126, UNDER AUDITOR'S FILE NO. 812388. (BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.), CONTAINING APPROXIMATELY 30 ACRES AS SHOWN ON THE ATTACHED MAP DESIGNATED AS EXHIBIT "B".

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, ROADWAY AND UTILITIES ACROSS THE FOLLOWING DESCRIBED PARCELS:

PARCEL 1:

A 60 FOOT WIDE STRIP OF LAND LYING 30 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE EAST MARGIN OF THE SNEE-OOSH COUNTY ROAD AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 27; THENCE SOUTH 88°05'14" EAST ALONG SAID SOUTH LINE OF SAID SUBDIVISION 400 FEET; THENCE NORTH 2°12'00" EAST PARALLEL TO SAID EAST MARGIN OF THE COUNTY ROAD 799.95 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO EGRON AND SIGRID SEAQUIST BY INSTRUMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 754827; THENCE SOUTH 81°11'26" EAST 30.01 FEET TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF SAID 60 FOOT WIDE PARCEL; THENCE SOUTH 2°12'00" WEST PARALLEL WITH SAID EAST MARGIN OF THE COUNTY ROAD 1199.55 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 63°10'00" AN ARC DISTANCE OF 220.49 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE CURVE TO THE RIGHT HAVING A RADIUS OF 245.00 FEET, THROUGH A CENTRAL ANGLE OF 1°40'20'00", AN ARC DISTANCE OF 540.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 63°10'00", AN ARC DISTANCE OF 220.49 FEET TO A POINT OF TANGENCY; THENCE SOUTH 2°12'00" WEST 100.27 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 27 AND THE NORTH MARGIN OF A COUNTY ROAD AS SHOWN ON THE PLAT OF LONE TREE TRACTS, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 3, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID INTERSECTION BEING THE TERMINUS OF SAID CENTERLINE OF SAID STRIP OF LAND:

PARCEL 2:

COMMENCING AT THE INTERSECTION OF THE EAST MARGIN OF THE SNEE-OOSH COUNTY ROAD AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 27; THENCE SOUTH 88°05'14" EAST ALONG SAID SOUTH LINE OF SAID SUBDIVISION 400 FEET; THENCE NORTH 2°12'00" EAST PARALLEL TO SAID EAST MARGIN OF THE COUNTY ROAD 799.95 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO EGRON AND SIGRID SEAQUIST BY INSTRUMENT

EXHIBIT "A"

LEGAL DESCRIPTION

CONTINUED

RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 754827, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF PARCEL 2; THENCE SOUTH $89^{\circ}11'26''$ EAST 60.02 FEET; THENCE NORTH $2^{\circ}12'00''$ EAST PARALLEL WITH SAID EAST MARGIN 4.85 FEET; THENCE NORTH $7^{\circ}36'17''$ WEST 493.05 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 27; THENCE NORTH $88^{\circ}48'53''$ WEST ALONG SAID NORTH LINE 406.09 FEET TO AN EXISTING PIPE MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 27; THENCE NORTH $88^{\circ}46'15''$ WEST ALONG THE NORTH LINE OF GOVERNMENT LOT 1 OF SAID SECTION 27, 89.58 FEET TO AN INTERSECTION WITH SAID EAST MARGIN OF SNEE-UOSH COUNTY ROAD; THENCE SOUTHEASTERLY ALONG SAID EAST MARGIN 64.37 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 60 FEET OF SAID GOVERNMENT LOT 1, SAID INTERSECTION ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO WILLIAM AND MARIE GROBSCHMIT BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 725000; THENCE SOUTH $88^{\circ}46'15''$ EAST ALONG SAID SOUTH LINE OF NORTH 60 FEET AND ALONG THE NORTH LINE OF SAID GROBSCHMIT TRACT 65.41 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 1; THENCE SOUTH $88^{\circ}48'53''$ EAST ALONG THE SOUTH LINE OF THE NORTH 60 FEET OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 AND ALONG SAID NORTH LINE OF GROBSCHMIT TRACT 342.61 FEET TO THE NORTHEAST CORNER OF SAID GROBSCHMIT TRACT; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID GROBSCHMIT TRACT AND ALONG THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO WERNER AND URSULA MASS BY INSTRUMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 725468, A DISTANCE OF 438.42 FEET TO THE SOUTHEAST CORNER OF SAID MASS TRACT AND AN INTERSECTION WITH THE NORTH LINE OF SAID SCAQUIS TRACT; THENCE SOUTH $88^{\circ}05'14''$ EAST ALONG SAID NORTH LINE 13.40 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID PARCELS LYING WITHIN THE ABOVE DESCRIBED MAIN TRACTS.

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EXHIBIT "A"

LEGAL DESCRIPTION

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Rush*

Memorandum

To: Superintendent, Western Washington Agency

From: Office of the Area Director

Subject: Proposed Acquisition of Lands on the Swinomish Indian Reservation by the United States of America in trust for the Swinomish Indian Tribal Community and the Lease of a Portion of said Property to [REDACTED]

You are hereby authorized to approve all documents pertaining to subject acquisition and lease of lands. The Bureau of Indian Affairs loan guarantee portion of the transaction should be pursued through your Branch of Credit. This memorandum is not the authority to approve said guarantee.

The lease material will be forwarded to you at a later date. ✓

[Signature]
Acting Area Director

Original Received

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LUELLA HENRY
SECRETARY
79 JAN 3 11 23
REQUISITION

Please Refer To Insurance Co.